



CALIFORNIA EMERGENCY MANAGEMENT AGENCY

January 20, 2009

Lynne Olson
Emergency Coordinator
Amador County Office of Emergency Services
700 Court Street
Jackson, CA 95642

Monitoring Report #M08-037

Dear Ms. Olson:

On January 9, 2009, the California Emergency Management Agency (Cal-EMA), Monitoring and Audits Unit, Program Monitor, James Lewis, conducted a desk monitoring review for the purpose of monitoring the Amador County Office of Emergency Services OHS Grant Programs. I wish to thank you and your staff for the courtesy extended to Mr. Lewis during the review process. Enclosed, you will find the monitoring report for the following grants:

GRANT NUMBER	PROGRAM NAME	PERIOD MONITORED
2005-0015 #005-00000	FY05 Homeland Security Grant Program (HSGP)	10/10/04 - 03/31/07
2006-0071 #005-00000	FY06 Homeland Security Grant Program (HSGP)	10/10/06 - 03/31/08
2007-0008 #005-00000	FY07 Homeland Security Grant Program (HSGP)	09/19/07 - 03/31/10

The monitoring included a review of staffing needs, operational practices, source documentation, activities, and data reporting requirements. In addition, the monitor examined the grant for compliance with federal financial, administrative and auditing requirements, program guidelines, and other mandates as applicable. Finally, the monitor performed a selected review of accounting records that support the amounts claimed in your reimbursement requests. Project expenditures were validated to provide reasonable assurance that expenses are related to the grant, proper records are maintained, and expenditures are properly authorized and recorded.

As a reminder, the purpose of monitoring is to assist projects in the achievement of their goals and aiding them in administering their grant funds in the most effective and efficient manner. The monitCal-EMA Program Representative will receive a copy of the monitoring report. Their name and phone number are identified on the face sheet of the report.

If the monitoring report does not identify any findings, a Corrective Action Plan is not necessary and the monitoring process is complete. **If any findings are identified in the monitoring report, you will have 120 days from the last day of the monitoring review to submit a Correction Action Plan to the Program Monitor.**

The corrective action process requires the following:

Submission of an outlined Corrective Action Plan that addresses the findings noted in this report to be reviewed and approved by Cal-EMA program staff (i.e. technical assistance).

When corresponding to our office regarding this monitoring report, please include the monitoring control number on all correspondence. Send your response to:

California Emergency Management Agency
Grants Administrative Section
Monitoring & Audits Unit
State Capitol
Sacramento, California 95814

Thank you for your participation in the monitoring process. If you have any questions regarding this letter or the attached report, please feel free to contact the program monitor.

Sincerely,



Brendan Murphy
Deputy Director
Division of Administration

Attachment

cc: Sarah Knight, Cal-EMA Program Representative
Monitoring & Audits Unit, chron file
Grants Management Unit, grant file

Monitoring Report Response Form

TO: California Emergency Management Agency Grant Numbers: 2005-0015
2006-0071
2007-0008

Grants Management Section
Monitoring & Audits Unit Monitoring Control #M08-037
State Capitol Number:
Sacramento, CA 95814

Attention: Monitoring & Audits Unit Response Due: May 9, 2009

FROM: Subgrantee: _____

☐ **Completed**

I have reviewed the above referenced monitoring report and have submitted for your review and approval, an outlined Corrective Action Plan that addresses the findings noted in this report to be reviewed and approved by Cal-EMA program staff.

_____ Authorized Signature	_____ Title	_____ Date
_____ Typed Name	_____ Title	_____ Telephone Number



**CALIFORNIA EMERGENCY
MANAGEMENT AGENCY (CAL-EMA)
MONITORING NARRATIVE REPORT**

GRANT/FIPS NUMBER	PROGRAM NAME	PERIOD MONITORED	MONITORED AMOUNT
2005-0015 #005-00000	FY05 Homeland Security Grant Program (HSGP)	10/10/04 to 03/31/07	\$231,148
2006-0071 #005-00000	FY05 Homeland Security Grant Program (HSGP)	10/10/06 to 03/31/08	\$163,765
2007-0008 #005-00000	FY05 Homeland Security Grant Program (HSGP)	09/19/07 to 03/31/10	\$44,217

County of Amador (Office of Emergency Services) Amador Operational Area			
AUTHORIZED AGENT:	Lynne Olson	ADDRESS:	700 Court Street Jackson, CA 95642
CONTACT EMAIL:	Oes@co.amador.ca.us		
CONTACT PHONE NUMBER:	(209) 223-6384		
ALTERNATE POINT of CONTACT:			
CONTACT EMAIL:			
PROGRAM REPRESENTATIVE:	Sarah Knight	E-mail:	Sarah.Knight@ohs.ca.gov
PHONE NUMBER:	(916) 322-9067		
PROGRAM MONITOR:	James Lewis	E-mail:	James.Lewis@ohs.ca.gov
PHONE NUMBER:	(916) 322-2335	DATE OF MONITORING:	January 9, 2009

PERSONS INTERVIEWED DURING MONITORING VISIT

NAME	TITLE	AGENCY

Prepared by:

James Lewis, Program Monitor, Cal-EMA Administration Division, Monitoring & Audits Unit

Date

Approved by:

Brendan Murphy, Deputy Director, Cal-EMA Administration Division, Monitoring & Audits Unit

Date

Monitoring Date(s): January 9, 2009

Amador County OA Monitoring Report

Monitoring Report Summary	Total # of Items in Category	In Compliance	Not in Compliance	Not Monitored	Not Applicable	Total
A. Administrative Review						
Review of Audit Reports	2	2				2
Grant Assurances	1	1				1
Grant Approval Notification	2	2				2
Performance Reports	1	1				1
Homeland Security Strategies	1	1				1
Publication of Published Materials	1				1	1
B. Programmatic Review						
Program Goals and Objectives	2	2				2
Exercise	2				2	2
Training	1				1	1
Planning	1				1	1
C. Financial Management						
Accounting System	8	8				8
Distribution of Funds	1	1				1
Advance of Funds	2	2				2
Change Requests/Modifications	2	2				2
Maintenance of Records	1	1				1
D. Fiscal: Personnel Services						
Management and Administrative Services	3				3	3
Overtime/Back Fill	3				3	3
E. Fiscal: Procurement						
Responsibility	1		1			1
Methods of Procurement	4	4				4
F. Fiscal: Equipment & Property Management						
Equipment Purchases	3	2		1		3
Property Management & Records Keeping	2	2				2
G. Subgrantee Monitoring & Oversight						
Subrecipient single audit requirements	1	1				1
Management and Administrative Responsibility	1				1	1
Overtime/Backfill/CTO Responsibility	1				1	1
Procurement Responsibility	1	1				1
Equipment & Property Management Responsibility	1	1				1
Total	49	34	1	1	13	49

Amador County OA Monitoring Report

PROGRAM SUMMARY

Corrective Action Plan: Required.

MONITORING REPORT DETAIL

A. Administrative Review: Subgrantee in compliance (7 items); Not applicable for Subgrantee (1 item).

1. **Review of Audit Report:** Subgrantee in compliance (2 items).
2. **Grant Assurances:** Subgrantee in compliance (1 item).
3. **Grant Approval Notification:** Subgrantee in compliance (2 items).
4. **Performance Reports:** Subgrantee in compliance (1 item).
5. **Homeland Security Strategies:** Subgrantee in compliance (1 item).
6. **Publication of Materials:** Not applicable for Subgrantee (1 item).

B. Programmatic Review: Subgrantee in compliance (2 items); Not applicable for Subgrantee (4 items).

1. **Program Goals & Objectives:** Subgrantee in compliance (2 items).
2. **Exercise:** Not applicable for Subgrantee (2 items).
3. **Training:** Not applicable for Subgrantee (1 item).
4. **Planning:** Not applicable for Subgrantee (1 item).

C. Financial Management: Subgrantee in compliance (14 items).

1. **Accounting System:** Subgrantee in compliance (8 items).
2. **Distribution of Funds:** Subgrantee in compliance (1 item).
3. **Advance of Funds:** Subgrantee in compliance (2 items).

Amador County OA Monitoring Report

- C. 4. **Change Request/Modifications:** Subgrantee in compliance (2 items).
- 5. **Records Maintenance:** Subgrantee in compliance (1 item).
- D. **Fiscal: Personnel Services:** Not applicable for Subgrantee (6 items).
 - 1. **Management and Administrative Services:** Not applicable for Subgrantee. (3 items)
 - 2. **Overtime/Backfill and/or CTO:** Not applicable for Subgrantee (3 items).
- E. **Fiscal: Procurement:** Subgrantee in compliance (4 items); Subgrantee not in compliance (1 item).
 - 1. **Responsibility:** Subgrantee not in compliance (1 item).

Requirement: The subgrantee is responsible for maintaining a written code of standards of conduct regarding the settlement and satisfaction of all contractual and administrative issues arising from contracts of the subgrantee and grant award procurements. This responsibility includes, but [is] not limited to the procurements process, Davis Bacon Act, NEPA/CEQA, disputes, debarment and or exclusion issues, and protests of awards. [28CFR61, 67, 66.35, 66.36][OMB A-110 I. 41] [2CFR215.42][A102.36 (b) (12) (ii) (b) (3)]

Finding #1: Upon review of the subgrantee's Procurement/Purchasing Policy, the Monitor noted that the policy did not include vital compliances such as the Davis-Bacon Act, NEPA/CEQA compliances or the debarment/exclusion (Excluded Parties List System) compliances as required although the subgrantee did provide debarment information.

Action Required: The subgrantee is required to provide an addendum to the existing policy citing that the subgrantee must review the EPLS to ensure compliance with Federal requirements, and that prior to requisition of equipment that the Federal debarment listing must be reviewed (per the City of Glendale Procurement Policy Addendum). Further, the addendum should include compliances for the Davis-Bacon Act, and NEPA/CEQA.

- 2. **Methods of Procurement:** Subgrantee in compliance (4 items).
- F. **Fiscal: Equipment & Property Management:** Subgrantee in compliance (4 items); Subgrantee not monitored (1 item).
 - 1. **Equipment Purchases:** Subgrantee in compliance (2 items); Subgrantee not monitored (1 item).
 - a. Allowable and Applicable Equipment: Subgrantee in compliance (1 item).

Amador County OA Monitoring Report

- F. 1. b. Prior Approval and Acquisition: Subgrantee in compliance (1 item).
c. Proficiency Training: Subgrantee not monitored (1 item).

Note: At the time of the desk review, the Monitor did not have available this information. Although not a finding, the Monitor will request the subgrantee to send to CAL-EMA a statement regarding the proficiency training of personnel assigned on equipment that requires this compliance, or allow the subgrantee to present the document at the time of the equipment check.

2. **Property and Records keeping**: Subgrantee in compliance (2 items).

- G. **Subgrantee Monitoring & Oversight**: Subgrantee in compliance (2 items); Not applicable for Subgrantee (3 items).

- a. Audits of Subrecipients Responsibility: Subgrantee in compliance (1 item).
b. Management & Administration (M&A) Responsibility: Not applicable for Subgrantee (1 item).
c. Overtime/Backfill/CTO Responsibility: Not applicable for Subgrantee (1 item).
d. Procurement Responsibility: Subgrantee in compliance (1 item).
e. Equipment & Property Management Responsibility: Subgrantee in compliance (1 item)



COPY

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

May 14, 2009

Lynne Olson
Emergency Coordinator
Amador County Office of Emergency Services
700 Court Street
Jackson, CA 95642

Subject: Equipment Site Review for Monitoring Narrative Report #M08-037

Dear Ms. Olson:

As you are aware, the California Emergency Management Agency (Cal-EMA) is responsible for monitoring subgrantees to ensure that all administrative, programmatic and financial responsibilities are fulfilled and in accordance with the individual grant guides and applicable rules and regulations.

On May 1, 2009, the California Emergency Management Agency (Cal-EMA), Monitoring and Audits Unit, Program Monitor, James Lewis conducted an equipment monitoring for the purpose of completing the monitoring review of Amador County. I wish to thank you and your staff for the courtesies extended to Mr. Lewis during the monitoring process. Once we have received and approved of your Corrective Action Plan, no further action will be required on your part.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Murphy", written over a horizontal line.

Brendan Murphy, Deputy Director
Division of Administration
Monitoring and Audits Unit

cc: Sarah Knight, Cal-EMA Program Representative
Monitoring and Audits Unit, Chron File
Grants Management Unit, Chron File

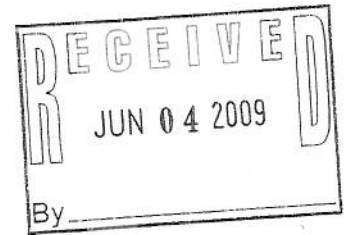
OFFICE OF
SHERIFF - CORONER



MICHAEL F. PRIZMICH
SHERIFF - CORONER

April 16, 2009

California Emergency Management Agency
ATTN: James Lewis
Grants Administrative Section
Monitoring & Audits Unit
State Capitol
Sacramento, CA 95814



Subject: Monitoring Control #: M08-037, Amador County

Dear Mr. Lewis,

I am in receipt of your monitoring and audit report dated January 20, 2009 for the FY05, FY06 and FY07 Homeland Security Grants. Below is a list of actions taken to correct any deficiencies noted during the monitoring visit.

E. Fiscal: Procurement:

1. Responsibility

Finding #1: Upon review of the subgrantee's Procurement/Purchasing Policy, the Monitor noted that the policy did not include vital compliances such as the Davis-Bacon Act, NEPA/CEQA compliances or the debarment/exclusion (Excluded parties List System) compliances as required although the subgrantee did provide debarment information.

Corrective Action: Based on the recommended language provided by the Grant Monitor, the County Purchasing Policy was revised to include the compliances listed above and was approved by the Board of Supervisors on April 7, 2009. Attached is a copy for your records.

I would like to thank you for making this monitoring process as painless as possible. If you have any further questions or comments, please contact Lynne Olson, Emergency Services Coordinator, at 209-223-6384.

Sincerely,


James C. Wegner
Undersheriff



April 16, 2009

California Emergency Management Agency
ATTN: James Lewis
Grants Administrative Section
Monitoring & Audits Unit
State Capitol
Sacramento, CA 95814

Subject: Monitoring Control #: M08-037, Amador County

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E. Fiscal: Procurement:

1. Responsibility

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Sincerely,


James C. Wegner
Undersheriff

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POLICIES & PROCEDURES		5-100
SECTION:	GENERAL SERVICES ADMINISTRATION	PURCHASING
ISSUE DATE:	April 7, 2009	
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PURPOSE

The County of Amador is committed to centralized control over the expenditures of County funds for supplies, materials, equipment and contractual services. Achieving this goal, requires the cooperation of many individuals, the department requiring the commodity, the individual preparing the purchase requisition form, the individual authorizing the expenditure, the people that make the purchase, and the individual that pays for the commodity. The following are the goals of the Purchasing Department:

- provide the using department exactly what it needs
- provide this in a timely manner
- provide the best price without affecting quality

SCOPE

This policy is applicable to all employees, without exception.

POLICY

The stator purchasing requirements for Amador County have been established by ordinance in the Amador County Municipal Code by the Board of Supervisors, and by the State of California through the State Government Code. The Purchasing Department is physically located at 12200 Airport Road, Jackson, CA 95642-9527.

To minimize the County's liability exposure, GSA staff and/or private pickup and delivery services are used to make all purchases on behalf of the County. This includes purchases from membership and discount outlets.

RESPONSIBILITY FOR ADMINISTERING

The Amador County Board of Supervisors, 500 Argonaut Lane, Jackson, CA 95642, has the ultimate authority and responsibility for this department. The Board, by appointment, authorizes the Purchasing Agent to perform all those functions described by both state and local law to purchase and/or sell all goods and services for the County. The Director of the General Services Administration is the Purchasing Agent for Amador County. Any questions regarding purchasing and/or selling should be directed to the Amador County General Services Administration, Purchasing Division Office.

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PURCHASING DOLLAR LIMITS

Listed below are the dollar limitations for each category. These are used to determine the need to use the informal or formal bid process to obtain competitive prices.

	Requisition Dollar Amount	Category & Price Requirements
Vehicles, furniture, etc.	Under \$4,500.00	Must obtain three (3) informal competitive prices.
	Over \$4,500.00	Must advertise for formal bids.
Construction/Structures, repairs, remodeling, etc.	Under \$6,500.00	Must obtain three (3) prices.
	Over \$6,500.00	Must advertise for formal bids.
Construction/bridges, roads, etc.	Under \$10,000.00	Must obtain three (3) prices.
	Over \$10,000.00	Must advertise for formal bids.

INFORMAL BIDS

As a general rule, most items valued at less than \$4,500.00 require an informal bid. Informal bids require the Purchasing Division to obtain three (3) price quotes. Two (2) methods are used to secure these quotes, quotation forms are sent via U.S. Mail to prospective vendors, or quotes are requested via telephone.

FORMAL BIDS

As a general rule, most items valued at \$4,500.00 or greater are required to be advertised in an adjudicated County newspaper of general circulation and authorized for legal publications.

All formal bids shall be compiled and solicited by the Purchasing Office.

REQUEST FOR PROPOSALS

As a general rule, a Request for Proposal is required when the item or service being requested exceeds \$4,500 in value.

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All Request for Proposals shall be compiled by the Purchasing Office and shall be based on information provided by the requesting department.

EXCEPTIONS RELATED TO AGREEMENTS/CONTRACTS

1. Competitive bids or Requests for Proposals (RFP's) or qualifications (RFQ's) should be secured for all agreements/contracts except those types which are exempt as described herein.
2. The competitive bids or proposals may be waived in any of the following cases:
 - A. In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare or safety, or for the protection of County property.
 - B. When the agreement/contract is with a state, federal or local government entity.
 - C. When the Purchasing Agent presents findings to the Board of Supervisors and requests an exemption when the Purchasing Agent is able to illustrate that the cost of preparing and administering a competitive bidding process in a particular case is warranted. In making this determination, County staff time, as well as other costs, need to be considered. This exemption requires Board approval.
 - D. When an agreement/contract provides only for payment of per diem and travel expenses and there is no payment for services rendered.
 - E. When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
 - F. When the Board of Supervisors determines that there is but a single source from which the goods or services may be acquired.
 - G. When in unusual or extraordinary circumstances, the Board of Supervisors determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

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SOLE SOURCE JUSTIFICATION

Both State Code and County Code require the Purchasing Agent to utilize competitive procurement practices unless only one source exists or is known. To justify a non-competitive purchase, the material or services required must be available from only one source. Brand names or personal preference are not justification for sole source. Examples of authorized sole source justifications are:

- Requirements which must interface with existing equipment.
- Requirements which are obtainable from only one manufacturer.
- Requirements which could normally be obtained from several sources, but because of an emergency situation, must be obtained from a specified vendor.

When specifying a brand name as a requirement, the requisitioner must state in the justification why an "or equal" item will not meet the requirements. All sole source requirements must contain full justification signed by the Department Head.

CONFIRMING ORDERS

The purchase order may be used for purchases of fixed assets, supplies, and services where the conditions are very simple in nature and delivery can be clearly recognized and defined for purposes of knowing when completion has occurred, and/or payment is to be made (*i.e.*, photocopy equipment, maintenance, linen service, plumbing repairs).

Normally, only the Purchasing Agent is authorized to commit County funds. Purchases of material, supplies, and services by anyone else are authorized only to meet bonafide emergencies, and should be authorized by the Department Head or designated personnel. When an emergency requirement arises, one of the following methods should be utilized:

- Petty Cash Fund: Intended to meet small-dollar requirements for immediate, non-recurring purchases.
- Approval: The Purchasing Agent can approve an emergency purchase in advance by telephone. The primary reason for obtaining Purchasing's approval is to ensure that the purchase is made from a competitive source, if possible. When this method is utilized, a note on the confirming requisition citing the date of the telephone call to the person approving purchase is adequate justification. If the purchasing agent is not immediately

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available, the requesting department may proceed with the emergency purchase, however, the requesting department must subsequently obtain either approval of the purchasing agent or the Board of Supervisors.

- Emergency Purchase: Emergency purchases are authorized to meet bonafide emergency situations. If advance approval of the Purchasing Agent is not deemed feasible, the requisition for a "confirming" purchase order must contain a full justification of the emergency purchase, approved by the Department head or his/her Deputy. Lack of planning on the part of the requisitioner does not constitute an emergency on the part of Purchasing.

Requisitions for confirming orders which have not been approved in advance, or which do not contain justification for the emergency purchase action, will be returned. Unauthorized commitments of County funds may require return of the material to the vendor or payment to the vendor by the person placing the order.

ENCUMBERING FUNDS

When a purchase order is issued, the information is sent electronically to the Auditor's accounting system to commit (encumber) those funds from the budget specified for that purchase. The auditor's accounting system also determines whether or not there are sufficient funds for that purchase order. It is the responsibility of the requesting department to ensure that there are sufficient funds available prior to submitting the purchase requisition.

All purchase orders six (6) months or older will be automatically canceled and will not be acceptable for use in paying for that transaction. GSA establishes the end of year cut-off 15 business days prior to the end of each fiscal year June 30.

End of Fiscal Year Carry-over of Funds: Purchase orders are not meant to be used as a means to carry over unused funds from one fiscal year to another. These type of requests must be handled through the budget process and require approval of the Board of Supervisors.

EXEMPTIONS

Some items and/or services are considered a sole source and do not require a purchase order. The following commodities and services are exempt and do not require purchase orders:

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- Background checks on prospective employees.
- Blood alcohol analysis.
- Blood draws.
- Books, publications, subscriptions, software upgrades, and videos.
- Credit checks.
- Commodities or services between Amador County departments.
- Department of Justice finger printing.
- Emergency fuel reimbursement for Social Services clients.
- Election supplies, printing, and services.
- Finger print services.
- Freight costs (U.P.S., truck, air, etc.)
- Lab tests and analysis.
- Legal advertising.
- Membership dues.
- Permit fees.
- Petty cash reimbursements less than \$25.00 per expenditure or receipt.
- Postage.
- Process serving.
- Professional Services, if there is a current agreement or contract signed by the Board of Supervisors.
- Registration fees.
- Taxes.
- Transcripts of court proceedings.
- Travel allowance.
- Utilities (PG&E, water, sewer, telephones, and garbage service).
- Witness fees.

BLANKET PURCHASE ORDERS

Blanket purchase orders may be issued when it is known that a certain commodity and/or service is of an ongoing nature and it has been determined that the vendor meets all the criteria set forth in this policy. Blanket purchase orders must be made out to a particular vendor and must show an estimated dollar amount expected to be spent during the term of the purchase order (six (6) months or less).

Various Vendors: Blanket purchase orders may not be made out to various vendors.

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CONTRACTS/AGREEMENTS

In general, any expenditure of County funds requires a purchase order, a contract or an agreement unless it is specifically exempted below or on page 11 of this policy. Procuring services or making purchases on behalf of the County of Amador without the proper authority may result in the individual being held personally responsible for any obligation or liability created by their action.

A **"County Contract"** is an agreement through which the County, a County Department, or a County officer/employee (a) agrees to expend or receive County funds or to establish or eliminate a County obligation, (b) in exchange for something of value, (c) which agreement is enforceable by a court.

An **Agreement** which is not a contract is an agreement which does not involve the County's and a non-County party's commitments to exchange things of value. Examples of non-contractual agreements are agreements involving social obligations, County communications to a non-County part of the County's mere intention to do something not requiring the non-County to gear up to respond to the County's stated intention, and the County's communication to a non-County part of a statement of County policy.

DRAFTING AN AGREEMENT/CONTRACT

All contracts shall be prepared and guided by the following criteria and contain the following as standard language:

All "Agreements" shall be referred to County Counsel for review and determination as to whether it is a contract or an "Agreement."

1. A clear and accurate identification of the parties.
2. A statement of the intent of the parties in entering into this agreement/contract.
3. A clear and complete statement of the work, service or product to be performed, rendered or provided.
4. Amount to be paid. The agreement/contract must clearly express the maximum amount and basis upon which payment is to be made (e.g., fixed amount agreement/contract regardless of time spent, billing based upon time spent at a specified rate plus actual expenses, etc.).

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5. The time for performance and completion of the agreement/contract.
6. Non-retroactive. It is mutually acknowledged that payment under this contract is accepted, approved, and fully executed by the Board of Supervisors.
7. Nature of Relationship of Parties; Indemnity. It is mutually acknowledged and understood that in the performance of duties under this contract, contractor is acting as an independent contractor, and not as an agent, employee, or partner of the County of Amador. Contractor agrees to indemnify and hold harmless the County and their respective officers and employees from and against any cost, liability, or expense arising out of contractor's performance of this contract.
8. Insurance. (Refer to County Policy No. 4-400 "Insurance Requirements for Contracts and Agreements" for guidance. Because not all the contracts are the same, contact the Risk Manager for the appropriate insurance language to be used in each contract.)
9. Term of Contract: This contract shall become effective when executed by all parties, and shall continue until _____, 20____, subject to earlier termination by any party giving not less than ten (10) days' written notice of termination to the other parties.
10. Only Board May Amend. With respect to the County, only the Board of Supervisors, and not any individual County officer or official, may amend this contract.
11. Non discrimination. Contractor agrees hereby to provide services without discrimination based on race, creed, color, ethnic, or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.
12. Compensation (Typical Methods)
 - A. A lump sum or fixed price for the total project.
 - B. Hourly rate, plus cost reimbursement, with a ceiling on the total project or agreement/contract amount. The contractor agrees to charge only for hours utilized at an agreed rate of compensation and reimbursement or costs.